

RAI020033

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
INTERAGENCY AGREEMENT

1. Agreement No. 1422RAI02-0033
2. Agreement Period:  
From: 09/30/02  
To: 09/30/07
3. Project Title: FWS to provide consultation services related to compliance with the National Environmental Policy Act (NEPA) and Section 7 of the Endangered Species Act

4. Initiating Agency – Name and Address:

National Interagency Fire Center  
Bureau of Land Management  
3833 South Development Avenue  
Boise, Idaho 83705-5354

5. Participating Agency – Name and Address:

U.S. Fish and Wildlife Service  
Endangered Species Program  
Office of Program Support 330  
4401 N. Fairfax Drive, Rm. 420  
Arlington VA 22203

ALC: 14-16-0006

NIFC/FFS Entry	
MO OPAC RAI020033	
Doc ID #	SEP 12 2002
14160006-1	SIG
Vendor Code / Batch #	

6. Accounting and Appropriation Data:  
FA-103-2823-JM-YY99-25.3H \$6,261,000.00 line 001

7. Remarks:

*[Signature]*

POC - S.L. RAPP HAHN

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

## REIMBURSABLE WORK AUTHORIZATION (RWA), INTER/INTRA-AGENCY AGREEMENT (IA)

1. Fiscal Year (s)  
(Period of Fund Availability)

FY 2002 - FY 2007

REIMBURSABLE WORK  
AUTHORIZATION(BLM to perform work as described herein for the  
agency named in item 6)☒ INTER-AGENCY/INTRA-AGENCY  
AGREEMENT  
(To have work performed for BLM  
by the agency named in item 6a)

SEE INSTRUCTIONS ON PAGE 2

2. BLM RWA Project No./BLM IA No.  
1422RA102-0033

3. Check appropriate box

☒ Original

Modification No. \_\_\_\_\_

Task Order No. \_\_\_\_\_

4. Under the authority of (Cite authorities):

☒ 43 U.S.C. 1701 et seq., (FLPMA)☐ 31 U.S.C. 1535 (the Economy Act).☒ National Environmental Policy Act (42 U.S.C. 4321 et seq.)☒ Section 7 of the Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.)

5. Description of Work (If more space is needed, attach additional sheets):

This Agreement provides for cooperation between the Department of Interior's Bureau of Land Management, on behalf of the Interior's Wildland Fire Management Agencies, and the Fish and Wildlife Service for conducting services related to compliance with the National Environmental Policy Act (NEPA) and Section 7 of the Endangered Species Act associated with hazardous fuels treatment activities authorized and funded under Interior appropriations. The effective date of this Agreement will commence on September 30, 2002 and it will remain in effect for five years from the date of last signature, or as otherwise agreed and modified.

This Agreement supersedes "The Endangered Species Act Consultation and Other Services" Agreement No. PAI01-7004 (BLM) between the U.S. Fish and Wildlife Service and the Bureau of Land Management, on behalf of the Wildland Fire Management Agencies of the U.S. Department of Interior that was effective February 08, 2001, and all modifications thereto.

See Attached

6. BLM Office: Bureau of Land Management  
Address: 3833 S. Development Avenue  
Boise ID 837056a. Participating Agency: U.S. Fish and Wildlife Service  
Address: Endangered Species Program  
Office of Program Support  
4401 N. Fairfax Drive, Rm 420  
Arlington VA 22203Point of Contact: Sherry Garey Phone: 208/387-5360  
sherry\_garey@nifc.blm.gov Fax: 208/387-5574Point of Contact: Dawn Cornish Phone: 703/358-2411  
dawn.cornish@fws.gov Fax: 703/358-1827

BILLING DATA		BLM	PARTICIPATING AGENCY
7. Agency Location Code	7a. 14-11-0008	7b. 14-16-0006	
8. Fund Account Symbol	8a. 14X1125	8b.	
9. Account/Cost Structure	9a. FA-103-2823-JM-YY99-25.3H	9b.	
10. Procurement Document Number	10a.	10b.	
11. For RWA: Participating Agency's \$ Amount Obligated		12. For IA's: Amount Obligated by BLM	
a. Current Amount		a. This obligation \$ 6,261,000.00	
b. Modification: Amount of Increase or Decrease (circle one)		b. Previous obligation \$ 0.00	
c. Total amount available		c. Total obligation \$ 6,261,000.00	
d. Over-run allowed _____ % or \$ _____ Billing for Federal Agencies will be processed via IPAC. DOD bills will be processed on a SF-1080. "Automatic" billing will be done quarterly by the National Business Center unless specified. _____ Other (identify) _____		d. Not to exceed total amount obligated by BLM: \$ 6,261,000.00	
14. Bill To (Name and Address, including zip code of Finance Office): <b>Billings for this Inter-Agency Agreement shall be processed through IPAC</b> Bureau of Land Management, National Billing Center, PO Box 25047, Denver CO 80225-0047 Courtesy Copies of all billings shall be sent to: Sherry Garey, BLM-NIFC, 3383 S. Development Ave., Boise ID 83705-5354		13. Method of Payment: (Applies to IAs only) ____ Advance <input checked="" type="checkbox"/> Reimbursement ____ Progress	

Upon Approval, this agreement constitutes an obligation against BLM if requesting the work; or authority to proceed with work by BLM for the herein named agency in anticipation of reimbursement.

15. Approved for the Bureau of Land Management by:  see Section 11.0, Signatory,  (Authorized Signature)		16. Approved for US Fish and Wildlife Service by:  of Attachment  (Authorized Signature for Participating Agency)	
15a. Name (Type):		16a. Name (Type):	
15b. Title:	15c. Date:	16b. Title:	16c. Date:

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**INSTRUCTIONS FOR FORM 1681-3**  
**REIMBURSABLE WORK AUTHORIZATION (RWA), INTER-AGENCY AGREEMENT (IA)**  
*NOTE: Information in **BOLD** is completed by, or obtained from, the Participating Agency*

**A. RWA - BLM TO PERFORM WORK FOR ANOTHER AGENCY**

Mark the box for Reimbursable Work Authorization (RWA)

1. Enter the four digit fiscal year(s) for which funds are available.
2. Enter the four digit BLM RWA number (project number) obtained from the National Business Center (NBC) Finance.
3. Check "Original" if first submission or "Modification" if revision to an existing RWA. Enter the project number and a sequential revision number (4000-1) if necessary.
4. Check "43 U.S.C. 1701" and "Department of Interior Appropriation Act".
5. Provide a description of the work to be performed.
6. Enter the BLM office name, city, State, organization (State and office) code, BLM contact name and phone number with area code.
- 6a. Enter the Participating Agency name, city, State, contact names and phone numbers with area code.
- BLM: Items 7a, 8a, 9a, and 10a will be used to update the BLM Federal Financial System.
- 7a. 14-11-0008 is the BLM Agency Location Code (ALC) assigned by Treasury.
- 8a. Enter the fund account symbol for BLM from the Fund Coding Handbook, H-1684.
- 9a. Enter the account cost structure for BLM: State and office (org) code; activity/program element from the Fund Coding Handbook, H-1684; and RWA (project) number. (Note: This cost structure must be charged with time or expenditures for billing to occur.)
- 10a. Enter the IA or MOU number if assigned by BLM.

The information in blocks 6a, 7b, 8b, 9b, 10b, and 16 should be completed by the finance office of the agency for which BLM will perform the work.

**PARTICIPATING AGENCY:** This data will be on your OPAC bill.

- 7b. Enter the eight-digit Agency Location Code (ALC) as assigned by Treasury for your paying office.
- 8b. Enter the fund account symbol.
- 9b. Enter the cost structure for bills against this agreement.
- 10b. Enter the procurement document number (e.g., IA number)
11. For an "original" RWA, enter the \$ amount in blocks a, c, and d. For a "modification", enter the \$ amount in block b, circle increase or decrease, and adjust blocks a and c accordingly.
12. For IAs ONLY: DO NOT enter any information for a RWA.
13. For IAs ONLY: DO NOT enter any information for a RWA.
14. Enter the complete billing address for the Participating Agency finance office.
15. Signature of a DSD or designated official is required for approval of all BLM RWAs.
16. Signature of Participating Agency approving official.

**B. IA - TO HAVE WORK PERFORMED FOR BLM BY A PARTICIPATING AGENCY**

Mark the box for INTER-AGENCY/INTRA-AGENCY AGREEMENT

1. Enter the four-digit fiscal year(s) for which funds are available.
2. Enter the 15-digit BLM IA number.
3. Check "Original" if first submission, "Modification" and enter modification number if modification, or "Task Order" and enter task order number if task order.
4. Check 31 U.S.C. 1535 unless another specific legislative authority exists, in which case that authority is shown under "other". If 31 U.S.C. 1535 is checked, an Economy Act Determination must be prepared by the project manager and approved by a warranted Contracting Officer with delegated authority.
5. Provide a description of the work to be performed in accordance with BLM Manual 1510, Acquisition, Section 1510-17.5.
6. Enter the BLM office name, city, State, organization (State and Office) code, BLM contact name and phone no. with area code.
- 6a. Enter the participating agency name, city, state, contact names, and phone nos. with area codes.
- 7a. 14-11-0008 is the BLM (ALC) assigned by Treasury.
- 8a. Leave this item blank.
- 9a. Enter the account cost structure for BLM: State and office code, activity/program element from the fund coding handbook, H-1684, budget object class code, and project number.
- 10a. Leave blank (Same as block 2).

**7b-10b. Participating Agency completes these items. This data will be used to cross-reference BLM's IA with the Participating Agency's RWA.**

11. For RWAs only. Do not enter any information for IAs.
12. For an original IA; complete items a, c, and d. For modification or task order; complete items a, b, c, and d.
13. Check appropriate box.
14. Enter NBC Finance Office address. (Bureau of Land Management, National Business Center, P.O. Box 25047, Denver, CO 80225).
15. IA must be signed by a warranted Contracting Officer with delegated authority. IA is not signed by BLM until approved in block 16 by the participating agency.
16. Signature of approving official for the participating agency.

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## 1.0 BACKGROUND.

This Agreement addresses matters related to compliance with the National Environmental Policy Act (NEPA) and Section 7 of the Endangered Species Act (ESA) related to the hazardous fuels treatment activities authorized and funded under Interior appropriations act. Section 7 directs all federal agencies to use their existing authorities to conserve threatened and endangered species and, in consultation with the U.S. Fish & Wildlife Service (FWS), to ensure that their actions do not jeopardize the continued existence of listed species or destroy or adversely modify designated critical habitat. This Agreement is established to support NEPA-related activities, interagency collaborative planning and increased consultation services provided by the U.S. Fish & Wildlife Service, and to ensure that fire management by the Bureau of Land Management, Bureau of Indian Affairs, National Park Service, and U.S. Fish and Wildlife Service of the United States Department of the Interior, hereafter referred to as the Federal Land Management Agencies, are implemented in a timely and effective fashion in compliance with Section 7 of the Endangered Species Act.

## 2.0 OBJECTIVE.

To provide funding to increase the FWS' ESA Section 7 consultation, coordination, planning, and review capabilities for fire management projects authorized and funded by Interior and Related Agencies' Appropriations Acts in accordance with priorities established in an Annual Operating Plan.

This Agreement supersedes "The Endangered Species Act Consultation and Other Services" Agreement No. PAI01-7004 (BLM) between the U.S. Fish and Wildlife Service and the Bureau of Land Management, on behalf of the Wildland Fire Management Agencies of the U.S. Department of Interior that was effective February 08, 2001, and all modifications thereto.

## 3.0 RESPONSIBILITIES.

### A. The BLM agrees to:

1. Make transfers of funds to the U.S. Fish and Wildlife Service (FWS) by reimbursement of payments of all costs associated with the additional consultation, coordination, planning, and review needs caused by the planned increase in fire management projects. These costs include the hiring, training and placement of additional FWS staff, and the labor, benefits, travel, communication, supplies, equipment, facility and indirect administrative costs for FWS staff involved with planning and coordination of consultations on fire management-related activities.
2. Make funding obligations to this Agreement by modification on a fiscal year basis.

### B. The FWS agrees to:

1. Distribute funds to the appropriate office performing the applicable project-related services and activities.

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2. Assign a single reimbursable project billing code for each of the participating Interior land management agencies at the beginning of each fiscal year. Billings submitted to the BLM will be broken-out by each agency grouping.

C. The BLM and the FWS mutually agree to:

1. Jointly develop and approve an annual operating plan (AOP) by February 01 of each year. The Fuels Management Staff of the BLM and the Branch Chief of Consultation and Habitat Conservation Plans of the FWS are the designated representatives of the agencies to develop and approve the AOP. The AOP includes all the participating Federal Land Management Agencies. The AOP will be designed as a flexible document and adjustments to the plan may be made by mutual agreement by the affected parties through the designated representatives. The AOP will contain an estimate of the number of proposed fuels treatment projects, project locations, personnel requirements of the FWS, equipment needs, availability of federal land management agency space and fiscal provisions.
2. Restrict the use of funds provided by the BLM to supporting only approved and authorized activities and services under this project.
3. Initiate modifications to this Agreement to incorporate any changes that are mutually agreed to by the participants. Such modifications shall be in writing and shall identify the specific activities, the total amount of funds applicable to the modification, as appropriate, and any other pertinent details of the modification. The BLM is designated as the agency responsible for all administrative oversight and preparation of modifications to this agreement. The modification(s) shall not take effect until documented and signed by both signatory agencies.

Content of  
AOP

#### 4.0 STATEMENT OF WORK.

- A. The FWS agrees to provide Section 7 consultation, coordination, planning and review services in support of the efforts of the Federal Land Management Agencies to carry out fire management projects authorized and funded by Interior and Related Agencies Appropriations Acts. This includes, but is not limited to:
  1. Consultation and coordination on fuels reduction proposals; and
  2. Management plans, which includes land use plans and fire management plans, as appropriate.
- B. The FWS will utilize streamlined consultation procedures for the fire management program in accordance with the August 2000 Memorandum of Agreement (MOA) among NMFS, BLM, FS and the FWS. Under this MOA, Federal Land Management Agencies, the FWS and the National Marine Fisheries Service (NMFS) agreed to collaborate during program and/or plan development to design programs that reduce or avoid adverse effects on threatened, endangered or proposed species and their critical habitat, and to develop conservation measures for candidate species. After early coordination occurs, the FWS agrees to:

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1. Conduct and complete formal consultations within 90 days instead of the 135 days authorized by 50 CFR 402; and
2. Conduct and complete informal consultations within 30 days.
- C. All aspects of Section 7(a)(2) consultation between the FWS and the Federal Land Management Agencies will be governed by the Interagency Consultation Regulations at 50 CFR Part 402 and the Endangered Species Act Consultation Handbook.
- D. Timing and location of Section 7 consultation services and any other coordination, planning and review services will be based upon Federal Land Management Agencies' project priorities. The Section 7 consultation services requested by the Federal Land Management Agencies will not exceed the FWS' capability made possible by the increased funding provided under this Agreement.
- E. The FWS will submit an end of fiscal year report, broken out by each Federal Land Management Agency, by December 31 of each year. The report will include a synopsis and cost estimate of consultation, coordination, planning and review services on fire management projects furnished to each agency for the prior fiscal year.

## 5.0 GENERAL PROVISIONS.

- A. The FWS and the Federal Land Management Agencies are not obligated to make expenditures of funds under terms of this Agreement unless such funds are appropriated for the purpose by the Congress of the United States, or are otherwise legitimately available under the annual Appropriations Acts.
- B. No federal or tribal official shall be admitted to any share or part of this Agreement or any benefit that may arise there from.
- C. Nothing in this Agreement shall be understood to impair the right of the United States or Tribes to recover costs damages, or penalties from third parties under applicable Federal or Tribal law.

## 6.0 PAYMENTS.

- A. Billings for this Inter-agency Agreement shall be processed through IPAC. Bills shall be sent to BLM, National Business Center, P.O. BOX 25047, Denver, Colorado 80225-0047. The IPAC billing document, which the Fish and Wildlife Service will prepare, shall contain the following information:

**BLM Agreement Number 1422RAI02-0033**

**Agency Cost Accounting Data: FA-103-2823-JM-YY99-25.3H**

**Agency Location Code: 14-11-0008**

**Billings will be submitted on a quarterly basis and will contain an itemized amount attributed to each of the Department of the Interior's participating land management agencies (see Section 3.B.2.)**

**Treasury Fund Symbol for the Fish and Wildlife Service**

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Name and phone number of the Fish and Wildlife Service finance contact -  
Dawn Comish, 703/358-2411

Courtesy Copies of all billings shall be sent to: Sherry Garey, BLM-NIFC  
3383 S. Development Ave.  
Boise ID 83705-5354

- B. The Federal Land Management Agencies expect to reimburse the Fish and Wildlife Service up to \$4.0 million annually. Additional funds may be made available if the Fish and Wildlife Service can demonstrate that the funding provided pursuant to this Agreement will be insufficient to meet its objective. This would be demonstrated by showing that:
1. The FWS' average obligations per month exceed one-twelfth of the amount provided under this agreement;
  2. The actual costs for projects substantially exceed projected costs; or
  3. The funding provided pursuant to this Agreement is insufficient to meet the objective of this Agreement
- C. Indirect administrative surcharges will be limited to 20 percent of yearly expenditures.
- D. Payments under this Agreement shall not exceed the ceiling amount elsewhere specified in this Agreement.
- E. Nothing herein shall be considered as obligating the Federal Land Management Agencies to expend or as involving the United States in a contract or other obligations for the future payment of money in excess of funding approved and made available for payment under this instrument and modifications thereto.

## 7.0 TERM OF AGREEMENT.

- A. This Agreement shall be effective for a period commencing on September 30, 2002 and terminating five years from the date of the last signature. This Agreement must be renegotiated every five (5) years. The Agreement shall be reviewed by the participants to determine its suitability for renewal, revision, or termination. If this Agreement is extended, the extension must be in writing and approved by both participants.
- B. Either party may, in writing, terminate this instrument in whole, or in part, at any time before the date of expiration upon sixty- (60) days written notice of such termination provided that if either: 1) no additional appropriations are made available to execute the purposes of the agreement, or 2) Congress rescinds the agencies' authority to perform under this agreement. Neither party shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each party's expense and all non-cancelable obligations properly incurred up to the effective date of termination.

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## 8.0 RESOLUTION OF DISAGREEMENTS.

Should disagreement arise on the interpretation of the provisions of this Agreement, or modifications thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty-days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

## 9.0. WAIVER.

Each party to this Agreement does hereby expressly waive all claims against the other party for compensation for any loss, damage, personal injury or death occurring in consequence of the performance of this agreement.

## 10.0 PRINCIPAL CONTACTS.

### A. For the BLM:

#### TECHNICAL CONTACT

Carl Gossard  
National Interagency Fire Center  
Bureau of Land Management  
3833 South Development Avenue  
Boise ID 83705-5354  
208/387-5419 - Office

#### GRANTS and AGREEMENTS SPECIALIST

Sherry Garey  
National Interagency Fire Center  
Bureau of Land Management  
3833 South Development Avenue  
Boise ID 83705-5354  
208/387-5360 - Office

### B. For the U.S. Fish and Wildlife Service:

#### TECHNICAL CONTACT

Rick Sayers  
U.S. Fish and Wildlife Service  
Endangered Species Program  
Branch of Consultation of HCPs  
4401 N. Fairfax Drive, Rm 420  
Arlington VA 22203  
703/358-2106 - Office ✓  
703/358-1735 - Fax

#### ADMINISTRATIVE CONTACT

Dawn Comish  
U.S. Fish and Wildlife Service  
Office of Program Support  
4401 N. Fairfax Drive, Rm 420  
Arlington VA 22203  
703/358-2411 - Office  
703/358-1827 - Fax



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6916 Asst Dir-ENDANGERED SPEC

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→ AES

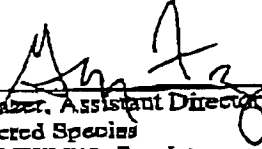
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## 11.0 SIGNATORY.

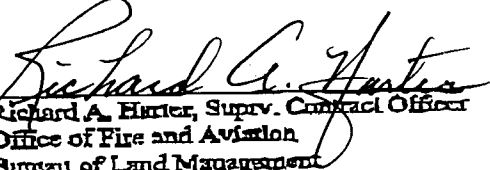
This Agreement is effective on the last date of execution and will remain in effect for a period of five years from the date of last signature.

  
Gary Frazer, Assistant Director  
Endangered Species  
Fish and Wildlife Service

9/6/02  
Date

  
Larry Hamilton, Director  
Office of Fire and Aviation  
Bureau of Land Management

9/11/02  
Date

  
Richard A. Hunter, Suprv. Contract Officer  
Office of Fire and Aviation  
Bureau of Land Management

9/11/02  
Date

Requesting Office

FA-630

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

## PURCHASE REQUISITION/ORAL ORDER

Page of pages  
Requesting Office Requisition Number  
Purchasing Office Requisition Number  
Date 06/22/02

Requesting Office Phone (include area code)

(208) 387-5419

Requisitioned by (Signature)

C. W. Gossard

Name and Title (Please print)

CARL W. GOSSARD, Acting Chief Fuel Mgt

Requisition approval by (Signature)

Wilhelmina W Sorensen

Name and Title (Please print)

Wilhelmina W Sorensen Group manager Planning/Resources

Deliver to (Street address)

BLM  
3833 S. Development Ave.  
Boise, ID 83705

Required delivery date

By approving this requisition, the office or delegate certifies that funds are available for this action in the accounts specified (See 1510.03D1).

ORGAN. CODE		FUND CODE	SUB-ACTIVITY	PROG. ELEM.	PROJECT	OBJECT CLASS		AMOUNT	Source of supply, if known
STATE	OFFICE					MAJOR	MINOR		
FA	630		2823	IM	YY99			\$20,000	Fish + Wildlife Service
	103							\$6,261,000	

Source Phone No.  
Contract No.

ITEM NO.	DESCRIPTION OF SERVICE OR ITEM INCLUDING STOCK NUMBER (Double space between items)	QUAN-TITY	UNIT	ESTIMATED		ORDERED	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1.	Obtain consultation, coordination, planning, and review services in support of Wildland Fuels management for fiscal years 2002 - 2007.				\$20,000 \$6,261,000.00		

Contract No.	Discount for prompt payment	GRAND TOTAL
Time of Delivery	Ship Via	
F.O.B. Point		
Order No.	Date	
Business Classification (Check appropriate box(es))		Quoted By 06/28/02
<input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED <input type="checkbox"/> LABOR SURPLUS AREA <input type="checkbox"/> 8(a) <input type="checkbox"/> OTHER		Purchased By
(Instructions on reverse of Purchasing Copy)		Contracting Officer

PURCHASING